

Prepared with the advice of Mississippi counsel by: Haynes and Boone, LLP 2505 N. Plano Road Suite 4000 Richardson, Texas 75082-4101 Attn: Scott Drablos, Esq. Tel: 972-739-8609	When recorded, return to: c/o Hillwood Development Company, LLC Three Lincoln Centre 5430 LBJ Freeway, Suite 800 Dallas, Texas 75240 Attn: Melinda Northrup Tel: 972-201-2889
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Indexing Instructions: The real property described herein is situated in the Southwest, Southeast and Northwest Quarters of Section 12, Township 2 South, Range 8 West, in the City of Southaven, DeSoto County, Mississippi.

DEVELOPMENT TERMINATION AGREEMENT

This Development Termination Agreement ("**Agreement**") is entered into as of the 17 day of June, 2005 (the "**Effective Date**"), by and among Mississippi Purchase Corporation, a Mississippi corporation ("**MPC**"), Hal D. Crenshaw ("**Crenshaw**"), Southaven Metro No. 12, L.P., a Texas limited partnership ("**Southaven**"), DTC 3, L.P., a Delaware limited partnership ("**DTC3**"), DTC 4, L.P., a Delaware limited partnership ("**DTC4**"), DTC 5A, L.P., a Delaware limited partnership ("**DTC5A**"), and DTC 5B, L.P., a Delaware limited partnership ("**DTC5B**") together with DTC3, DTC4, and DTC5A, the "**Partnerships**").

RECITALS

WHEREAS, MPC, Crenshaw and Southaven previously entered into that certain Memorandum of Development and Cost Sharing Agreement on or about November 16, 2001 (the "**Development Agreement**"), **RECORDED IN BOOK 92, PAGE 25 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO;**

WHEREAS, through a series of transfers, Southaven transferred its interest in the Development Agreement to the Partnerships; and

WHEREAS, MPC, Crenshaw, Southaven, and the Partnerships now desire to terminate the Development Agreement as of the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties agree as follows:

1. Termination. MPC, Crenshaw, Southaven and each of the Partnerships hereby agree to terminate the Development Agreement as of the Effective Date.

2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Mississippi.

3. Further Assurances. The parties hereto agree to execute and deliver such other certificates, documents, instruments and agreements as may be necessary or desirable to carry out the provisions of this Agreement.

4. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the transactions contemplated hereby, and it is hereby agreed that any prior oral or written agreement regarding the subject matter hereof shall be null and void.

5. Agreement in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart.

*Remainder of Page Intentionally Left Blank.
Signature Page To Follow.*

After Recording, Return To:
Baskin, McCarroll, McCaskill & Campbell, PA
PO Box 190
Southaven, MS 38671
(662) 349-0664
File No: 904140 Initials: SDH

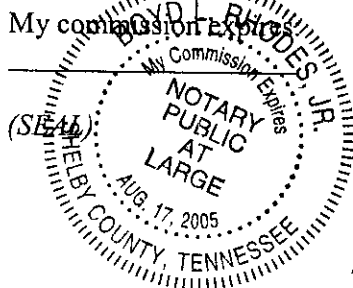
IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date hereinabove written.

MISSISSIPPI PURCHASE CORPORATION,
a Mississippi corporation

By: *Hal D. Crenshaw*
Name: Hal D. Crenshaw
Title: President
Date: June 17, 2005

THE STATE OF Tennessee §
COUNTY OF Shelby §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June, 2005, within my jurisdiction, the within named Hal D. Crenshaw, who acknowledged to me that he is President of Mississippi Purchase Corporation, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.



Boyd L. Rhodes, Jr.
Notary Public

Signatures Continued on Following Page.

HAL D. CRENSHAW
 HAL D. CRENSHAW

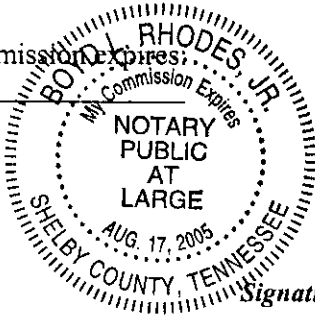
Date: June 17, 2005

THE STATE OF Tennessee §
 COUNTY OF Shelby §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June, 2005, within my jurisdiction, the within named Hal D. Crenshaw, an individual, and that he executed the above and foregoing instrument.

My commission expires:

(SEAL)



[Signature]
 Notary Public

Signatures Continued on Following Page.

SOUTHAVEN METRO NO. 12, L.P.,
a Texas limited partnership

By: Hillwood Operating, L.P.,
a Texas limited partnership,
its general partner

By: Hillwood Development Company, LLC,
a Texas limited liability company,
its general partner

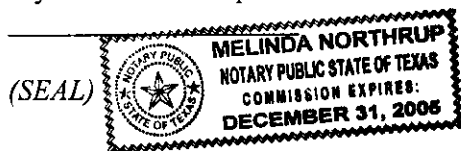
By:

M. Thomas Mason
Name: M. Thomas Mason
Title: Executive Vice President
Date: 6-17-05

THE STATE OF Texas §
COUNTY OF Dallas §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June, 2005, within my jurisdiction, the within named M. Thomas Mason, who acknowledged to me that he is Executive Vice President of Hillwood Development Company, LLC, a Texas limited liability company and general partner of Hillwood Operating, L.P., a Texas limited partnership and general partner of Southaven Metro No. 12, L.P. a Texas limited partnership, and that for and on behalf of Hillwood Development Company, LLC, general partner of Hillwood Operating, L.P., and for and on behalf of Hillwood Operating, L.P. as general partner of Southaven Metro No. 12, L.P., and as the act and deed of Hillwood Development Company, LLC as general partner of Hillwood Operating, L.P., and as the act and deed of Hillwood Operating, L.P. as general partner of Southaven Metro No. 12, L.P., he executed the above and foregoing instrument, after first having been duly authorized by all of said limited partnerships and said limited liability company to do so.

My commission expires:




Melinda Northrup
Notary Public in and for the State of Texas

Signatures Continued on Following Page.

DTC 3, L.P.,
a Delaware limited partnership

By: DTC Phase II, LLC,
a Delaware limited liability company,
its general partner

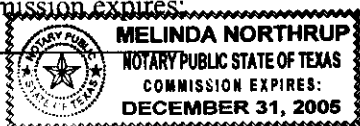
By: 
Name: M. Thomas Mason
Title: Executive Vice President
Date: 6-17-05

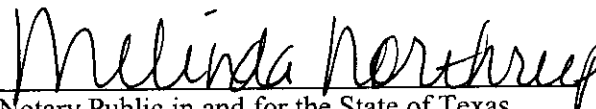
THE STATE OF Texas §
COUNTY OF Dallas §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of June, 2005, within my jurisdiction, the within named M. Thomas Mason, who acknowledged to me that he is Executive Vice President of DTC Phase II, LLC, a Delaware limited liability company and general partner of DTC 3, L.P., a Texas limited partnership, and that for and on behalf of DTC Phase II, LLC as general partner of DTC 3, L.P., and as the act and deed of DTC Phase II, LLC as general partner of DTC 3, L.P., and as the act and deed of DTC 3, L.P., he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership and said limited liability company to do so.

My commission expires:

(SEAL)




Notary Public in and for the State of Texas

Signatures Continued on Following Page.

DTC 4, L.P.,
a Delaware limited partnership

By: DTC Phase II, LLC,
a Delaware limited liability company,
its general partner

By:

Name: M. Thomas Mason

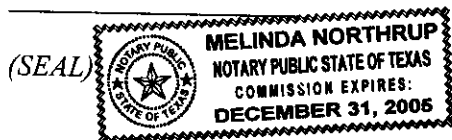
Title: Executive Vice President

Date: 6-17-05

THE STATE OF Texas §
COUNTY OF Dallas §
§

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June, 2005, within my jurisdiction, the within named M. Thomas Mason, who acknowledged to me that he is Executive Vice President of DTC Phase II, LLC, a Delaware limited liability company and general partner of DTC 4, L.P., a Texas limited partnership, and that for and on behalf of DTC Phase II, LLC as general partner of DTC 4, L.P., and as the act and deed of DTC Phase II, LLC as general partner of DTC 4, L.P., and as the act and deed of DTC 4, L.P., he executed the above and foregoing instrument, after first having been duly authorized by said limited partnerships and said limited liability company to do so.

My commission expires:



Melinda Northrup
Notary Public in and for the State of Texas

Signatures Continued on Following Page.

DTC 5A, L.P.,
a Delaware limited partnership

By: DTC 5A GP, LLC,
a Delaware limited liability company,
its general partner

By: *M. Thomas Mason*

Name: M. Thomas Mason

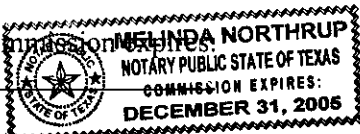
Title: Executive Vice President

Date: 6-7-05

THE STATE OF Texas §
COUNTY OF Dallas §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of June, 2005, within my jurisdiction, the within named M. Thomas Mason, who acknowledged to me that he is Executive Vice President of DTC Phase II, LLC, a Delaware limited liability company and general partner of DTC 5A, L.P., a Texas limited partnership, and that for and on behalf of DTC Phase II, LLC as general partner of DTC 5A, L.P., and as the act and deed of DTC Phase II, LLC as general partner of DTC 5A, L.P., and as the act and deed of DTC 5A, L.P., he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership and said limited liability company to do so.

My commission expires:




(SEAL)

Melinda Northrup
Notary Public in and for the State of Texas

Signatures Continued on Following Page.

DTC 5B, L.P.,
a Delaware limited partnership


By: DTC 5B GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: M. Thomas Mason
Title: Executive Vice President
Date: 6-17-05

THE STATE OF Texas §
COUNTY OF Dallas §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June, 2005, within my jurisdiction, the within named M. Thomas Mason, who acknowledged to me that he is Executive Vice President of DTC Phase II, LLC, a Delaware limited liability company and general partner of DTC 5B, L.P., a Texas limited partnership, and that for and on behalf of DTC Phase II, LLC as general partner of DTC 5B, L.P., and as the act and deed of DTC Phase II, LLC as general partner of DTC 5B, L.P., and as the act and deed of DTC 5B, L.P., he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership and said limited liability company to do so.

My commission expires: DECEMBER 31, 2005
(SEAL)  **MELINDA NORTHRUP**
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
DECEMBER 31, 2005


Notary Public in and for the State of Texas

End of Signatures.